NOTICE TO BIDDERS

The Allegany County Department of Public Works will receive sealed bids on January 31, 2019, until 11:00 a.m. At that time, bids will be opened in Room 210, County Office Building, Belmont, New York, on the following item:

ONE (1) NEW REFUSE EJECTION CONTAINER

Specifications are available at the Public Works Office, Room 210, County Office Building, Belmont, New York 14813. They are also available at the Allegany County website at www.alleganyco.com; click on Government then Public Works Department. It is the responsibility of the bidder to determine if an addendum has been issued.

The Allegany County Department of Public Works reserves the right to reject any or all bids.

Justin D. Henry
Superintendent
GENERAL TERMS AND CONDITIONS:

1. **Objective:**
   This bid document is published in order to obtain competitive prices for One New Refuse Ejection Container.

2. **Acquisition of Bid Documents:**
   a. Bid documents are available for download at [www.alleganyco.com](http://www.alleganyco.com); click on Government then Public Works Department. They are also available at the Office of the Superintendent of Public Works, 7 Court Street, Room 210, Belmont, New York 14813. The office is open Monday – Friday 8:00 a.m. to 4:00 p.m. Telephone number is (585) 268-9230.

   b. Each vendor bears sole responsibility for acquisition of bid documents. Requests for bid documents to be forwarded are neither a guarantee nor an incurred obligation on the part of Allegany County to ensure vendors requested receipt of bid documents, timely or otherwise.

   c. Receipt of these documents, unsolicited or otherwise, shall not be construed a predetermination of a vendor's qualifications to receive a contract award. Nor shall receipt of these documents be interpreted an endorsement that the vendor’s equipment, materials, products, and/or services are in compliance with the bid specifications.

3. **Examination, Interpretation, Correction of Bid Documents:**
   Each vendor shall examine all bid documents and judge all matters relating to the adequacy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Public Works Department. The County shall not be responsible for oral interpretations given by any county employee, representative or others. The issuance of written addendum/addenda is the only official method whereby clarification or additional information can be given.

4. **Preparation of Bid Documents:**
   Bids must be submitted on the forms provided in these bid documents and prepared in the following manner:
   a. All forms shall be clearly legible, completed using a permanent medium (i.e. ink, typewriter, laser printer, etc.) Illegible entries may be rejected.
      i. If submittal of unit price(s) is a requirement, said unit price(s) shall prevail.
      ii. All mathematical functions (extensions, additions, etc.) are subject to audit.
      iii. Each price shall be expressed as a numerical dollar value, indicators such as ditto marks, arrows, etc. are not acceptable.
b. All forms requiring a vendor’s signature shall be signed by the vendor or the vendor’s authorized representative. Erasures and/or alterations shall be initialed by the representative whose signature appears on the forms.

c. The vendor shall submit the bid in accordance with the bid documents and shall not make any changes in the wording or the bid forms or make any stipulations or qualify the bid in any manner.

d. Prices shall be F.O.B. Allegany County Landfill, 6006 County Road 48, Belmont, NY 14813. Price quoted shall include all delivery charges.

e. All bids shall be firm for a period of forty-five (45) days from the bid opening date; during which time the County shall render its decision.

5. **Bid Surety:**
   None Required

6. **Non-Collusive Bidding Clause and Certificate:**
   The vendor shall submit a signed, dated and notarized Non-Collusive Bidding Certificate with its bid which is included in this bid document. Said certificate is mandated by Section 103-d of the General Municipal Law.

7. **Hold Harmless Clause and Form:**
   The vendor shall submit a signed and dated Hold Harmless Clause Form with its bid, which is included in this bid document.

8. **Iranian Energy Sector Divestment Certification:**
   Vendor hereby represents that said vendor is in compliance with New York State General Municipal Law; Section 103-g entitled “Iranian Energy Sector Divestment.” By submission of this bid, each vendor and authorized representative signing on behalf of any vendor certifies, and in case of a joint bid, each party hereto certifies as to its own organization, under penalty of perjury, to the best of their knowledge and belief, that each vendor is not on the list created pursuant to NYS Finance Law Section 165-A (3) (b).

   The vendor shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification, included in this document, with its bid.

   Said certificate is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certificate Form included in this document.

9. **Required Insurance:**
   a. This bid document includes an information sheet entitled: ALLEGANY COUNTY STANDARD INSURANCE REQUIREMENTS. These requirements establish the minimum insurance(s) which the vendor shall
have in effect prior to entering into a contract with Allegany County. Said insurance(s) are required to remain in effect through the term of the contract(s), the County reserves, as its right the right, the right to cancel the vendor’s contract(s), and to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Allegany County charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.

b. Additional Insured & Certificate Holder:

i. Allegany County shall be named as an “additional insured” for the purpose of coverage on direct, primary and non-contributory basis in the vendor’s policy for all intents and purposes of contract(s) issued as a result of an award of this bid. Additional insured shall read - Allegany County, 7 Court Street, Room 210, Belmont, New York 14813.

ii. Certificate Holder shall read- Allegany County, 7 Court Street, Room 210, Belmont, New York 14813.

10. Sales Tax Exemption:
The County is exempt from payment of sales and compensating use taxes of the State of New York and cities within the State of New York.

11. Protection from Claim Against or Equal:
In the event of any claim concerning or relating to the issues of equal or better, the vendor agrees to hold the County of Allegany free and harmless from any and all claims, legal fees and court costs for loss or damage arising out of this transaction for any reason whatsoever.

12. Addendum/Addenda:
   a. If an addendum has been issued prior to the County’s receipt of bids: Allegany County shall attempt to notify vendor’s known to have received the sealed bid documents and whose contact information is on file with the County. Allegany County does not ensure the potential vendors receipt of the addendum. It shall be the responsibility of the vendor, prior to submitting its bid, to contact the Department of Public Works (585) 268-9230, to determine if an addendum has been issued.

   b. Addendum shall be available online at www.alleganyco.com; click on Government then Public Works Department. They are also available at the Office of the Superintendent of Public Works, 7 Court Street, Room 210, Belmont, New York 14813.
c. It is a requirement that the vendor sign, date and include the addendum with its bid submittal. Failure to do so may result in rejection of bid.

13. **Multiple/Alternate Bid Submittal(s):**
   For those vendor’s intending to submit multiple/alternate bids in response to this bid solicitation; the vendor is required to and shall submit, a complete bid document for each bid submitted. Note: If there is a bid surety requirement, one (1) surety instrument written for the highest amount, shall suffice.

14. **Submittal of Bid(s):**
   a. The bid shall be submitted in a sealed envelope with the following marked on the outside:
      i. Print your company’s name in the upper left corner
      ii. In the lower left corner print:
         Sealed Bid: January 31, 2019 11:00 a.m.
         ONE (1) NEW REFUSE EJECTION CONTAINER
   b. The envelope shall be addressed to Allegany County DPW, 7 Court Street, Room 210, Belmont, New York 14813.
   c. Bids will be received at the Public Works Department at the time specified, at which time bids will be opened.
   d. Facsimile/electronically transmitted bids are not acceptable and shall be rejected.
   e. Security procedures are in effect at the Allegany County Office Building. Interested parties, especially vendors who intend to hand deliver bids and/or conduct business with Allegany County Department of Public Works should allow sufficient time for any delay which may arise as a result of security procedures. To be considered delivered and on time a bid submittal must be received at the Public Works Department by the appointed hour.
   f. All bid proposal sheets shall remain intact and be submitted with the bid.

15. **Late Bids:**
   Vendors bear the sole responsibility for the delivery of their bid in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the vendor’s risk. Late bids will not be considered and will be returned unopened. Allegany County is not a priority shipping location.

16. **Supportive Documentation:**
    In addition to specifications stated herein, all equipment/material/products/services shall meet or exceed current standards of the industry. All technical tolerances, ratings, power outputs or any technically specified criteria
contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available equipment/material/products/services. The fact that a manufacturer chooses not to produce equipment/material/products to meet these specifications shall not be considered sufficient cause to adjourn these specifications as restrictive. Bidder shall offer the equipment, material, products, and/or services which come closest to meeting these specifications. Where deviation(s) from the specifications contained herein is necessary, the bidder shall note such deviation(s). Bidder shall include supportive documentation that clearly indicates the equipment/material/products/services they bid is equivalent to the specified herein. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire bid.

17. **Compensation:**
Payment shall be rendered to the vendor(s) for satisfactory compliance with the general terms and conditions of this bid. Invoice terms shall be net 30 days. The county normally processes invoices for payment bi-monthly, according to a regular established schedule.

18. **Right of County to Seek Clarification, Accept or Reject Bid(s), etc:**
   a. Allegany County reserves as its right, the right to require clarification from the vendor for the purpose of assuring a full understanding of the vendor’s responsiveness to the solicitation requirements.

   b. Allegany County reserves as its right, the right to accept or reject any and all bids (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).

19. **Civil Rights:**
The County of Allegany in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York Labor Law; Article 8- Public Works, Section 220e hereby notifies all vendors will affirmatively ensure that any contract awarded as a result of this bid solicitation will be awarded without discrimination on the grounds of race, color, sex or natural origin.

20. **Award of Bid:**
For the purpose of this bid and subsequent award(s), it is intended that award(s) will be made on a line item basis.

   a. Bids will be awarded to qualified and responsible vendor(s) who sufficiently meet the terms, conditions and specifications stated herein. However, under all circumstances and all statements to the contrary notwithstanding, Allegany County reserves as its right, the right to determine award(s)/awardee(s) in accordance with the best interest of Allegany County.
b. Award of Bid is not made at the bid opening. All bids are subject to final review and acceptance by the Public Works Committee of the Allegany County Legislature before any award may be made.

21. **Executory Clause:**
Allegany County shall have no liability under any contract or contracts or to anyone else beyond funds appropriated and available for the purpose of this document and resultant contract(s).

22. **Assignability:**
The vendor shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of this contract (and/or work to be performed as a result of this contract) or its right, title, or interest to any other person, company, corporation, without prior written consent of the Superintendent of Public Works.

23. **Extension of Contract Usage by Political Subdivisions:**
Political subdivisions within Allegany County (Towns, Villages, School Districts and Fire Districts), as defined in Section #103 of the General Municipal Law may participate in any contract awarded as a result of this bid document. Additionally, per County Resolution 202-15 this contract may be extended to any municipality or political subdivision within New York State upon written agreement by both parties. Responsibility, financial or otherwise for purchase(s) made by other parties as a result of the extension of this contract, shall not be borne by Allegany County.

24. **Vendor’s Failure to Comply:**
The vendor’s failure to comply in compliance with the bid award shall result in withholding of payment. The payment shall be withheld until such times as a vendor fulfils its responsibilities. Compliance shall be determined by and to satisfaction of Allegany County. Such action would not necessarily preclude further initiatives on the part of Allegany County to protect and preserve its best interest.

25. **Cancellation of Contract:**
Allegany County reserves as its right the right, to cancel the contract(s) resulting from an award of this bid solicitation at any time during the contract period, without penalty of Allegany County and without stated reason, by delivering a written ten (10) day notice of intent to the vendor(s) or its representative(s). Said notification mailed to the vendor or its representatives via the US Postal Service, First Class Mail shall be considered sufficient and delivered.

26. **Manufacturer(s):**
The manufacturer shall be a company recognized within the industry as an experienced, reliable, and competent producer of the category of equipment specified herein.
27. **Product Information and Literature:**
   **The bid shall include:**
   a. A complete description of the proposed equipment; including, but not limited to, the following information: manufacturer, model, year.
   b. Manufacturers’ literature and specification sheets; supporting documentation which clearly indicates the proposed equipment is in compliance with bid specifications.
   c. A complete description of all standard equipment features.

28. **Delivery:**
   a. Delivery Time: The equipment purchased as a result of an award of this bid solicitation shall be delivered to the specified County site on or within ninety (90) calendar days of the County’s issuance of a purchase order.
   b. Delivery Site: The equipment shall be delivered to Allegany County Landfill, 6006 County Road 48, Belmont New York 14813
   c. Delivery Notification: The vendor shall notify the County of its intent to deliver the equipment at least seventy-two (72) hours prior to delivery. Contact Person- Wayne Marvin (585) 268-5415, or Tim Palmiter (585) 268-7282.
   d. All responsibility, liability and cost associated with the delivery of the equipment shall be borne by the vendor.

29. **Contact Person:**
   Questions, concerns, and/or requests for clarification where are specific to the technical requirements stated in this bid document should be directed to:

   Wayne Marvin
   Landfill Supervisor
   Allegany County DPW
   6006 County Road 48
   Belmont, NY 14813
   (585) 268-5415

   Tim Palmiter
   Recycling Coordinator
   Allegany County DPW
   6006 County Road 48
   Belmont, NY 14813
   (585) 268-7282
ALLEGANY COUNTY DEPARTMENT OF PUBLIC WORKS
BID SPECIFICATIONS FOR
ONE (1) NEW REFUSE EJECTION CONTAINER

It is the intent of these specifications to describe one (1) new Full Ejection Refuse Container to be used with existing Stationary Compactor and Roll-Off Trailers.

Containers must be compatible with McClain Magnum 66 Stationary Compactors and Outside Rail Roll-off Trailers. Loads up to 16 tons shall be accommodated without distortion of the containers. Containers shall be 45-50 cubic yard capacity not including the ejector blade.

**General Dimensions:**
- Container length: 28' (front of nose roller to end of long sill)
- Overall outside width: 8' 0"
- Overall outside height: 8' 2" (from bottom of wheel to highest point of container)

**Container Structural Specifications:**
The Refuse container will be all steel construction with vertical side walls, a roof, a floor assembly, and will be designed for both loading and discharge of refuse at the rear of container. The container shall be equipped with a full cross-section dimension hydraulically-operated panel that may be used for load ejection and for a compaction bulkhead.

The container shall be built to be able to withstand a compactive force from the compactor of greater than 100,000 lbs. without causing any damage to the container.

Sidewalls and roof shall be construed of 7-gauge high strength steel plate with 7-gauge side stakes and roof supports. Vertical side braces shall align with roof braces and understructure cross members to provide continuous wrap-around support.

Roof braces shall be 8 3/4" wide, 7-gauge formed channel on 24" centers continuously welded.

Side braces shall be 9" wide, 7-gauge formed channel on 24" centers continuously welded.

Front uprights shall be 4" x 2" x 3/16" rectangular tubing.

Doghouse shall be 7-gauge plate (for outside rail understructure), scow type with channel reinforcement.

The floor shall be constructed of ¼" high strength steel supported by 3" x 7" x ¼" formed channel 8' to 10' from rear of container.
Front shall be 10-gauge steel with an access door.

Rear corner posts shall be 3” x 7” x ¼” formed channel.

**Rear Doors:**
The rear doors shall be made of minimum 10-gauge high strength steel plate reinforced as required to resist the force of the packer blade. Latches shall be the ratcheting type operable at ground level at the left (driver’s) side of container. A latch for securing the fully opened tailgate to the side of the container shall be provided. Safety chains shall be included to prevent accidental tailgate opening. The opening of the tailgate shall be sized to be compatible with the stationary compactors at Allegany County Transfer Stations. It shall conform to the following: the bottom of the opening of the container floor shall be 14” from the bottom of the rear wheels. The door opening shall be 65” wide by 50” high. (Refer to diagram A-A attached)

**Ejector Assembly:**
An ejector mechanism shall be provided which shall travel the full length of the container in one continuous uninterrupted motion for clean discharge of the compacted load.

The ejector assembly shall by hydraulically operated and be steel constructed with 10-gauge high strength face plate, adequately braced to safely withstand forces greater than the capacity imposed by the hydraulic system. The face area shall be sufficient to cover the container body cross section. The ejection container blade shall be capable of reverse action at any intermediate point of travel. The container shall have a means of preventing the ejector blade from sliding forward during the unloading operation.

The ejector assembly shall be provided with a scraper plate adjacent the floor for clean discharge of refuse.

The ejector assembly shall be guided the full length of the container by replaceable slides which will travel within guide channels.

The guide channels shall be ship channel or high tensile formed steel, diagonally reinforced, and shall be located on the container floor, adjacent to each wall to provide unobstructed floor surface. The ram guides can also be located near the bottom of the side walls.

**Understructure:**
The container understructure shall consist of 2 longitudinal rails minimum 6” x 2” x 3/8” structural tubing providing continuous front to rear support of container body, and cross braced for rigidity and strength. Cross members shall be 3” structural channel on 18” centers, gusseted and welded to the long rails. All rollers necessary for loading container on tilt frame shall be provided. The rails shall have a full length of 2” x ½” wear strip and solid end for the first foot on the front of the container. The main rails
shall be spaced to be compatible with County outside rail trailers. (Refer to diagram A-A, attached).

**Ejector Cylinder:**
The ejector panel shall be powered by one double-acting multi-stage telescopic cylinder whose largest active stage shall be a minimum of 8” in diameter. The cylinder shall develop 85,000 pounds of force with a delivered hydraulic pressure of 1,500 PSI. The telescopic cylinder shall stroke no less than the full length of the body for clean discharge of the load. A cylinder support carriage member shall be provided for the middle cylinder stage to prevent sag of the cylinder in its full extended position.

The cylinder support carriage member shall travel automatically with the cylinder during extend or retract cycle. The carriage member shall move in the ejector/packet assembly rails on its own guide.

Hydraulic hose couplings shall be the quick disconnect type and shall be mounted near the front of the container, facing forward, on the left (driver’s) side.

The couplings shall be capable of coupling and uncoupling under full line pressure. Dust covers shall be provided for each container.

**Pull Plate:**
The pull plate shall be 1 ¼” plate.

**Pull Hook:**
A front-mounted pull hook shall be a 1 ¼” plate.

**Wheels:**
The container shall be supported off the ground by 4 steel wheels located at the corners of the container. The wheels shall be a minimum of 10” in diameter and 10” wide and shall be capable of providing support for greater than the fully loaded container. The wheels shall have greasable bearings at each end of the wheel constructed to move easily. The axle shall be a continuous shaft which is easily removable to remove the wheel from the container.

**Rollers:**
The containers shall be equipped with (2) 4” diameter greasable rollers to facilitate movement off and on the tilt frame trailer.

**Painting:**
Each ejection container shall be painted completely on the exterior. One coat of zinc chromate primer, with a minimum dry film thickness of 1.5 mils., shall be applied, followed by two finish coats of high gloss enamel with a minimum dry film thickness of 2.0 mils. total. Color of the finish coats shall be dark brown.
**Miscellaneous:**
Each ejection container shall comply with all applicable State and Federal requirements, regulations and motor vehicle laws.

**Warranty:**
All warranties shall be in writing and included with bid proposal. The ejection container shall, at a minimum, be warranted against defects in materials and workmanship for a period of one year from the date of delivery. All service calls, parts and labor for the one year period shall be at no cost to the owner.

**Delivery:**
Delivery shall be F.O.B. Allegany County Landfill no later than ninety (90) days after the date of award.
BID SUBMISSION FORM FOR
ONE (1) NEW REFUSE EJECTION CONTAINER

Unit Price: _________________________________________________________

Manufacturer: ______________________________________________________

Year, Make, Model: _________________________________________________

Name of Bidder: ____________________________________________________

Address: __________________________________________________________

Authorized Signature: ________________________________________________

Type or Printed Name: _______________________________________________

Title: ______________________________________________________________

Date: ____________________________ Telephone Number: _________________

Fax Number: ______________________ Tax I.D. Number; ___________________

Email: _______________________________________

Deviations:

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VIEW A-A
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, a bid for the purpose of restricting competition.

_______________________________
Name of Bidder

_______________________________
Signature of Bidder

_______________________________
Date

Subscribed and sworn to before me
This_____day of ____________, 20__

____________________________
Notary Public

Note: If bidder is a corporation, the corporate name and title of officer signing must be stated.
HOLD HARMLESS CLAUSE

The agent shall at all times defend, indemnify and hold harmless the County of Allegany and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.

PLEASE PRINT OR TYPE:

Company Name: _____________________________________________________

Company Address: ___________________________________________________

Name: ____________________________________  Title: ____________________

Signature: _________________________________  Date: ____________________

Telephone No: ______________________  Fax No: _________________________

Federal Employee ID#_________________________________________

Bid Name:____________________________________________________________
IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said contractor/proposer has not

   a. Provided goods or services of $20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

   b. Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any contractor/proposer who has undertaken any of the above and it identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor/proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   a. “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).”

   Allegany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

   a. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

   b. The County of Allegany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Allegany would be unable to obtain the goods or
services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

Signature

Title

Company Name

Date

State of New York)
County of Allegany) ss:

On the __________day of ____________________ in the year ____________ before me, the undersigned, personally appeared _______________________________________, personally known to me or proved to me on the basis on satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his /her/their capacity (ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual (s) acted, executed as instrument.

___________________________________
Notary Public
**ALLEGANY COUNTY STANDARD INSURANCE REQUIREMENTS**

Insurance shall be procured and certificates of Insurance delivered to the County Attorney’s Office, the County department responsible for the agreement, and the Clerk of the County Board of Legislators prior to commencement of work or delivery of merchandise or equipment. The Certificates of Insurance shall be made to the County of Allegany, County Office Building, 7 Court Street, Belmont, New York 14813 must comply with all coverage specifications of the contract; and must be executed by an insurance company and/or agency or broker licensed by the Insurance Department of the State of New York. The “ACORD” form certificate may be used, provided the following two additions are added to the form verbatim:

A. **ACKNOWLEDGMENT:** The insurance companies providing these coverages acknowledge that the named insured is entering into a contract with Allegany County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced above covers the liability assumed under the County-Contractor agreement.

B. Prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to Allegany County Attorney’s Office and the County Department requesting this certificate before such change shall be effective, except that five (5) days advance written notice shall be sufficient for Certificates from the State Worker’s Compensation Fund.

**MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:**

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<td>Excess Umbrella Liability *</td>
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</table>

*Allegany County shall be named as additional named insured* on all policies for purposes of coverage but not the payment of premium.

*The comprehensive general liability can be met by one or more policies or in combination with an excess umbrella liability policy. No umbrella policy is required if underlying coverage is at least $2,000,000.

Bid specifications or particular contracts, leases or agreements may require alternative coverage and limits, which must be evidenced on the certificate in lieu of the coverages specified above.

The expiration date for any claims made policy must be at least ninety (90) days after the expiration of the contract for services or final delivery of any products.